

Los Alamos National Laboratory — Supplemental Instructions

Section: 8 Government Sources of Supply

Subject: 8.5 Orders Against GSA Federal Supply Schedules

SUPPLEMENTAL PROVISIONS FOR GSA CONTRACTS

Security

(a) **Responsibility.** The Subcontractor has the duty to safeguard all classified information, special nuclear material, and other Government property. The Subcontractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information and for protecting against sabotage, espionage, loss, and theft of the classified documents and material in the Subcontractor's possession in connection with the performance of work under the subcontract. Except as otherwise expressly provided in the subcontract, the Subcontractor shall, upon completion or termination of the subcontract, transmit to the University any classified matter in the possession of the Subcontractor or any person under the Subcontractor's control in connection with performance of the subcontract. If retention by the Subcontractor of any classified matter is required after the completion or termination of the subcontract and such retention is approved by the University, the Subcontractor will complete a certificate of possession to be furnished to the University specifying the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter, and the period of retention if known. If the retention is approved by the University, the security provisions of the subcontract will continue to apply to the matter retained. Special nuclear material will not be retained after the completion or termination of the subcontract.

(b) **Regulations.** The Subcontractor agrees to conform to all security regulations and requirements of DOE.

(c) **Definition of Classified Information.** The term classified information means Restricted Data, Formerly Restricted Data, or National Security Information.

(d) **Definition of Restricted Data.** The term Restricted Data means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(e) **Definition of Formerly Restricted Data.** The term Formerly Restricted Data means all data removed from the Restricted Data category under Section d. of the Atomic Energy Act of 1954, as amended.

(f) **Definition of National Security Information.** The term National Security Information means any information or material of its physical form or characteristics, that is owned by or produced for or by or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior orders to require protection against unauthorized disclosure, and that is so designated.

(g) **Definition of Special Nuclear Material (SNM).** SNM means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material that, pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended,

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has been determined to be special nuclear material but does not include source material or (2) any material artificially enriched by any of the foregoing but does not include source material.

(h) **Security Clearance of Personnel.** The Subcontractor shall not permit any person to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.

(i) **Criminal Liability.** It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it or failure to safeguard any classified information that may come to the Subcontractor or any person under the Subcontractor's control in connection with work under the subcontract may subject the Subcontractor, its agents, employees, or lower-tier subcontractors to criminal liability under the laws of the United States. (See Atomic Energy Act of 1954, as amended; 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12356.)

(j) **Lower-Tier Subcontracts.** Except as otherwise authorized in writing by the University, the Subcontractor shall insert provisions similar to the foregoing in all lower-tier subcontracts under the subcontract.

Security Access Authorization and Operational Security

(a) **Access Authorization.** Subcontractor personnel engaged in the performance of work under a subcontract on University property, Government premises, or offsite facilities are required to possess a DOE access authorization ("L" or "Q" clearance) and must comply with the following requirements. The Subcontractor shall be responsible for

(1) Completing and submitting all necessary application forms for authorized access in advance of the need. Application forms may be obtained from the University Facility, Security & Safeguards (FSS) Division. All personnel granted an access authorization will be briefed, by the University, on access to classified matter, security areas, and security requirements;

(2) Safeguarding information that may come into the Subcontractor's possession or within the purview of its work. Unless otherwise authorized by the University in writing, within 30 days of completion or termination of the order, the Subcontractor shall (a) return to the University all classified matter and badges in the possession of the Subcontractor or person under the Subcontractor's control and (b) furnish to the University a Certificate of Nonpossession (for offsite facilities) as well as the Security Termination Statements (Form 5631.29) for all affected personnel; and

(3) Ensuring all cleared employees comply with DOE's security requirements including the provisions of DOE Order 5631.1B, "Security Education and Awareness Program."

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(b) **Operations Security Program.** The Subcontractor agrees to implement and sustain a DOE Operations Security (OPSEC) Program in accordance with the provisions of the Laboratory's OPSEC Guidance for LANL Contractors Manual when awarded subcontracts involving access to and protection of classified or sensitive information, nuclear materials, or other safeguards and security interests.

(c) Whenever the work under this order requires the issuance of "Q-cleared," "L-cleared," or "Escort Required" badges, the contract specialist may withhold final payment to the Subcontractor until all such badges are returned to the contract specialist as required in paragraph (a)(2) above.

Health and Safety

(a) **Health and Safety.** The Subcontractor shall take reasonable precautions in the performance of the work under the subcontract to protect the safety and health of employees and of members of the public and shall comply with all applicable safety and health regulations and requirements (including reporting requirements) of the University and DOE. If required, the Subcontractor shall submit a management program and implementation plan to the University for review and approval within 30 days after the date of award of the order. The University shall notify the Subcontractor in writing of any noncompliance with the provisions of this article and the corrective action to be taken. After receipt of such notice, the Subcontractor shall immediately take corrective action. If the Subcontractor fails to comply with said regulations or requirements of the University and DOE, the University may, without prejudice to any other legal or contractual rights of the University and DOE, issue a stop-work order stopping all or any part of the work; thereafter, a start-work order for resumption of the work may be issued at the discretion of the University. The Subcontractor shall make no claim for an extension of time or for compensation for damages by reason of or in connection with such work stoppage.